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signer did not accompany the signature." *Foster v. Mackinnon*, L. R. 4 C. P. 704. The American cases have held that before he can succeed in a defense against a bona fide holder, the signer of the instrument must show not only that his mind did not accompany the instrument, but also that he was free from negligence in affixing his name. KNOWLTON'S ANSON, CONTRACTS, p. 162, and cases cited.

BILLS AND NOTES—SIGNATURE BY AGENT OR REPRESENTATIVE—PERSONAL LIABILITY.—Plaintiff sued defendant on a promissory note in the following form: "Six months after demand I promise to pay to Mrs. M. Chapman the sum of 300 pounds, for value received, together with 6% interest per annum. J. H. Smethurst's Laundry and Dye Works, Limited, J. H. Smethurst, Managing Director." The words "J. H. Smethurst's Laundry and Dye Works, Limited," and "Managing Director" were impressed with a rubber stamp, the rest of the note being in writing. *Held*, that the defendant was primarily liable on the note, as he had not qualified his promise by the addition of any words to show that he merely signed as agent for the company. *Chapman v. Smethurst* [1909], 1 K. B. 73, 78 L. J. R. K. B. 84.

"This case is very near the line and is one upon which it is very difficult to form a clear and confident opinion," says the court, but sustains the liability of the defendant upon the intention to so bind himself as expressed in the note itself. BIGELOW, BILLS AND NOTES, p. 45; BUNKER, NEGOTIABLE INSTRUMENTS, § 22, cases cited; *Fuller v. Hooper*, 3 Gray 334, 341; *Slawson v. Loring*, 5 Allen, 340. External evidence to show an undisclosed principal cannot be used in construing a negotiable instrument, as it can a common law contract. *Fuller v. Hooper*, *supra*. "The difference between the two systems should be well noted." BIGELOW, *supra*, p. 45. The maker of the note cannot claim exemption unless the instrument purports to bind the principal, and a mere disclosure of the latter is not sufficient to bind him. *First National Bank v. Wallis*, 50 N. Y. 455. Other parts of the note than the signature may be used in determining whether the principal is to be bound. *Whitney v. Inhabitants of Stow*, 11 Mass. 368. The rule as stated in most of the cases seems to be that the principal is not bound unless there is clear evidence that the instrument purports to bind him. *Whitney v. Inhabitants of Stow*, 11 Mass. 368. BIGELOW, BILLS AND NOTES, and cases cited, p. 44. In the principal case the court quoted with approval from *Lindus v. Melrose*, 27 L. J. Ex. 326, in which COLERIDGE, J., said: "An agent putting his name to a mercantile instrument is liable as a principal unless the instrument distinctly shows that he signs as agent." The principal case seems to foster a presumption in favor of the liability of the agent.

BOUNDARIES—MEANDER LINE AS BOUNDARY IN GOVERNMENT GRANTS—MISTAKE IN SURVEY.—In a suit to quiet title to land lying between the meander line established by government survey and the banks of a non-navigable lake, plaintiff claimed through a grant of swamp-lands, while defendants claimed the land by virtue of their riparian rights as owners of the fractional sections of land bordering on the meander line. The govern-